

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Gray and Company Public Communications  
International, Inc.

Name of Foreign Principal

Government of Haiti

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide investment promotion, monitoring services, and government affairs counsel and services to the Government of Haiti.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please refer to Question #4 on the reverse side.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please refer to Question #4 on the reverse side.

Date of Exhibit B

November 8, 1985

Name and Title  
Lauri J. Fitz  
Vice President

Signature  
Lauri J. Fitz

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



# GRAY AND COMPANY

ADMIRAL DANIEL J. MURPHY, USN (RET)  
VICE CHAIRMAN

October 25, 1985

Government of Haiti  
Port-au-Prince,  
Haiti

Gentlemen:

Please accept this letter of agreement by which Gray and Company Public Communications International, Inc. ("Gray and Company") will provide investment promotion and monitoring services to the Government of Haiti ("Haiti").

The fee for Gray and Company services will consist of a monthly retainer of \$7,500.00, which will include the total hourly charges of officers and staff who participate on the account and out-of-pocket expenses incurred, billed at cost plus a ten percent (10%) administrative handling fee. This retainer will be due and payable each month in advance.

Invoices will be submitted on a monthly basis. Payments shall be made by an irrevocable letter of credit to be established by Haiti within ten days hereof in the amount of \$90,000.00 with The Riggs National Bank in Washington, D.C.

Gray and Company cannot independently verify factual material supplied to it by Haiti and therefore Haiti will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases, or other material produced by Gray and Company for Haiti's use.

Gray and Company's activities hereunder on behalf of Haiti shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. Pursuant to such laws, it is understood Gray and Company will be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

This contract shall be effective for one year, beginning November 1, 1985, and ending October 31, 1986. If notice of termination is not given by either party in writing thirty (30) days prior to the expiration date, the contract will be extended, and may thereafter be terminated upon thirty (30) days' notice in writing by either party.

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October 25, 1985  
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This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

If you concur with the terms set forth above, please signify your acceptance by signing and returning to us the enclosed copy of this Agreement.

GRAY AND COMPANY PUBLIC  
COMMUNICATIONS INTERNATIONAL, INC.

By: \_\_\_\_\_

*Daniel J. Murphy*  
Daniel J. Murphy  
Vice Chairman

ACCEPTED:

GOVERNMENT OF HAITI

By: \_\_\_\_\_

*Jean-Robert Estime*  
Jean-Robert Estime  
Minister of Foreign Affairs

By: \_\_\_\_\_

*Frantz Merceron*  
Frantz Merceron  
Minister of Finance & Economic  
Affairs

By: \_\_\_\_\_

*Jean-Marie Chanoine*  
Jean-Marie Chanoine  
Minister of Presidency  
Information & Public Relations

Date: \_\_\_\_\_